

Exhibit 6

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page]**

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ENTROPIC COMMUNICATIONS,
LLC,

Plaintiff,

v.

DIRECTV, LLC, *et al.*,

Defendants.

Case No.: 2:23-cv-05253-JWH-KES

**PLAINTIFF'S DISCLOSURE OF
ASSERTED CLAIMS AND
INFRINGEMENT CONTENTIONS**

1 Plaintiff Entropic Communications, LLC (“Plaintiff” or “Entropic”) hereby
2 submits its Disclosure of Asserted Claims and Infringement Contentions against
3 Defendants DirecTV, LLC and AT&T Services, Inc. (collectively, “DirecTV” or
4 “Defendants”).

5 Plaintiff presents these Infringement Contentions based on Plaintiff’s analysis
6 of the facts currently known and based on Plaintiff’s review of certain publicly
7 available information. Plaintiff reserves the right to amend or further supplement
8 these disclosures—including to supplement its infringement contentions—with
9 additional information learned in the course of discovery or further investigation
10 concerning DirecTV’s products, services, and/or source code sufficient to show the
11 operation of DirecTV’s products and/or services.

12 Subject to ongoing discovery and investigation, and based on present
13 information and belief, Plaintiff contends that each element of each infringed claim
14 is found within each Accused Instrumentality as shown in the preliminary
15 infringement charts attached hereto as Exhibits A–L and incorporated herein in its
16 entirety. Plaintiff’s identification in the claim charts is exemplary and based upon
17 public information currently available to Plaintiff.

18 Plaintiff hereby contends that each element of each asserted claim is literally
19 present in each of the Accused Instrumentalities as specifically shown in Exhibits
20 A–L unless otherwise stated in those exhibits. As indicated above, discovery is
21 necessary to further develop Plaintiff’s infringement positions—either literal or
22 under the doctrine of equivalents—and the Court has yet to issue a claim construction
23 order. Plaintiff expressly reserves the right to amend and supplement its position on
24 whether there is infringement under the doctrine of equivalents of any element of
25 any asserted claim after further discovery from DirecTV (and/or third parties) and/or
26 pending this Court’s claim construction order.

1 below. Additionally, DirecTV indirectly infringes under 35 U.S.C. § 271(b) and (c)
2 by inducing and/or contributing to the infringement of its customers, wherein the
3 underlying infringement is the use of the Accused Instrumentalities which infringe
4 the Asserted Claim of the '802 Patent.

5 5. Claims 1–7 and 10–12 of U.S. Patent No. 9,838,213 (the “’213 Patent”),
6 (collectively, “Asserted Claims of the ’213 Patent”) directly under 35 U.S.C. § 271(a)
7 by making, using, offering to sell and/or selling the Accused Instrumentalities set
8 forth in Part II below. Additionally, DirecTV indirectly infringes under 35 U.S.C.
9 § 271(b) and (c) by inducing and/or contributing to the infringement of its customers,
10 wherein the underlying infringement is the use of the Accused Instrumentalities
11 which infringe the Asserted Claims of the ’213 Patent.

12 6. Claims 1–11 of U.S. Patent No. 10,432,422 (the “’422 Patent”)
13 (collectively, “Asserted Claims of the ’422 Patent”) directly under 35 U.S.C. § 271(a)
14 by making, using, offering to sell and/or selling the Accused Instrumentalities set
15 forth in Part II below. Additionally, DirecTV indirectly infringes under 35 U.S.C.
16 § 271(b) and (c) by inducing and/or contributing to the infringement of its customers,
17 wherein the underlying infringement is the use of the Accused Instrumentalities
18 which infringe the Asserted Claims of the ’422 Patent.

19 7. Claims 29–33 of U.S. Patent No. 8,631,450 (the “’450 Patent”)
20 (collectively, “Asserted Claims of the ’450 Patent”) directly under 35 U.S.C. § 271(a)
21 by making, using, offering to sell and/or selling the Accused Instrumentalities set
22 forth in Part II below. Additionally, DirecTV indirectly infringes under 35 U.S.C.
23 § 271(b) and (c) by inducing and/or contributing to the infringement of its customers,
24 wherein the underlying infringement is the use of the Accused Instrumentalities
25 which infringe the Asserted Claims of the ’450 Patent.

26 8. Claims 1–7 of U.S. Patent No. 8,621,539 (the “’539 Patent”)
27 (collectively, “Asserted Claims of the ’539 Patent”) directly under 35 U.S.C. § 271(a)

1 by making, using, offering to sell and/or selling the Accused Instrumentalities set
2 forth in Part II below. Additionally, DirecTV indirectly infringes under 35 U.S.C. §
3 271(b) and (c) by inducing and/or contributing to the infringement of its customers,
4 wherein the underlying infringement is the use of the Accused Instrumentalities
5 which infringe the Asserted Claims of the '539 Patent.

6 9. Claims 1–6 and 12 of U.S. Patent No. 8,320,566 (the “’0,566 Patent”)
7 (collectively, “Asserted Claims of the ’0,566 Patent”) directly under 35 U.S.C. §
8 271(a) by making, using, offering to sell and/or selling the Accused Instrumentalities
9 set forth in Part II below. Additionally, DirecTV indirectly infringes under 35 U.S.C.
10 § 271(b) and (c) by inducing and/or contributing to the infringement of its customers,
11 wherein the underlying infringement is the use of the Accused Instrumentalities
12 which infringe the Asserted Claims of the ’0,566 Patent.

13 10. Claims 11–15, 17, and 18 of U.S. Patent No. 10,257,566 (the “’7,566
14 Patent”) (collectively, “Asserted Claims of the ’7,566 Patent”) directly under 35
15 U.S.C. § 271(a) by making, using, offering to sell and/or selling the Accused
16 Instrumentalities set forth in Part II below.¹ Additionally, DirecTV indirectly
17 infringes under 35 U.S.C. § 271(b) and (c) by inducing and/or contributing to the
18 infringement of its customers, wherein the underlying infringement is the use of the
19 Accused Instrumentalities which infringe the Asserted Claims of the ’7,566 Patent.

20 11. Claim 3 of U.S. Patent No. 8,228,910 (the “’910 Patent”) (collectively,
21 “Asserted Claim of the ’910 Patent”) directly under 35 U.S.C. § 271(a) by making,
22 using, offering to sell and/or selling the Accused Instrumentalities set forth in Part II
23

24 ¹ Entropic provides contentions regarding the infringement of the ’7,566 Patent in
25 order to comply with the Court’s Scheduling Order and to preserve its rights. Entropic
26 intends to meet and confer with DirecTV regarding the Court’s Order relating to the
27 ’7,566 Patent, including but not limited to any appeal thereof, to preserve the
28 resources of the parties and the Court.

1 below.² Additionally, DirecTV indirectly infringes under 35 U.S.C. § 271(b) and (c)
2 by inducing and/or contributing to the infringement of its customers, wherein the
3 underlying infringement is the use of the Accused Instrumentalities which infringe
4 the Asserted Claim of the '910 Patent.

5 12. Claims 1–3 and 6-10 of U.S. Patent No. 8,363,681 (the “’681 Patent”)
6 (collectively, “Asserted Claims of the ’681 Patent”) directly under 35 U.S.C. § 271(a)
7 by making, using, offering to sell and/or selling the Accused Instrumentalities set
8 forth in Part II below. Additionally, DirecTV indirectly infringes under 35 U.S.C.
9 § 271(b) and (c) by inducing and/or contributing to the infringement of its customers,
10 wherein the underlying infringement is the use of the Accused Instrumentalities
11 which infringe the Asserted Claims of the ’681 Patent.

12 Entropic reserves the right to supplement its position as to infringement
13 following further discovery and/or claim construction.

14 **II. ACCUSED INSTRUMENTALITIES**

15 Subject to ongoing discovery and investigation, and based on present
16 information and belief, Plaintiff contends that the Asserted Claim of the ’518 Patent,
17 the Asserted Claims of the ’249 Patent, the Asserted Claims of the ’759 Patent, the
18 Asserted Claim of the ’802 Patent, the Asserted Claims of the ’213 Patent, the
19 Asserted Claims of the ’422 Patent, the Asserted Claims of the ’450 Patent, the
20 Asserted Claims of the ’539 Patent, the Asserted Claims of the ’0,566 Patent, the
21 Asserted Claims of the ’7,566 Patent, the Asserted Claim of the ’910 Patent, and the
22 Asserted Claims of the ’681 Patent are infringed by DirecTV’s products and services
23

24 ² Entropic provides contentions regarding the infringement of the ’910 Patent in order
25 to comply with the Court’s Scheduling Order and to preserve its rights. Entropic
26 intends to meet and confer with DirecTV regarding the Court’s Order relating to the
27 ’910 Patent, including but not limited to any appeal thereof, to preserve the resources
28 of the parties and the Court.

1 identified in the charts attached hereto as Exhibits A–L, respectively, (“Accused
2 Instrumentalities”):

3 1. **The ’518 Patent:** The following Accused Instrumentalities infringe the
4 Asserted Claim of the ’518 Patent: Instrumentalities with DirecTV “Genie” and
5 “Genie Mini” nodes operating with data connections compliant with MoCA 1.0, 1.1,
6 and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV
7 HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61,
8 DirecTV C61K, and substantially similar instrumentalities.

9 2. **The ’249 Patent:** The following Accused Instrumentalities infringe the
10 Asserted Claims of the ’249 Patent: Instrumentalities with DirecTV “Genie” and
11 “Genie Mini” nodes operating with data connections compliant with MoCA 1.0, 1.1,
12 and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV
13 HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61,
14 DirecTV C61K, and substantially similar instrumentalities.

15 3. **The ’759 Patent:** The following Accused Instrumentalities infringe the
16 Asserted Claims of the ’759 Patent: Instrumentalities with DirecTV “Genie” and
17 “Genie Mini” nodes operating with data connections compliant with MoCA 1.0, 1.1,
18 and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV
19 HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61,
20 DirecTV C61K, and substantially similar instrumentalities.

21 4. **The ’802 Patent:** The following Accused Instrumentalities infringe the
22 Asserted Claim of the ’802 Patent: Instrumentalities with DirecTV “Genie” and
23 “Genie Mini” nodes operating with data connections compliant with MoCA 1.0, 1.1,
24 and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV
25 HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61,
26 DirecTV C61K, and substantially similar instrumentalities.

1 5. **The '213 Patent:** The following Accused Instrumentalities infringe the
2 Asserted Claims of the '213 Patent: Instrumentalities with DirecTV “Genie” and
3 “Genie Mini” nodes operating with data connections compliant with MoCA 1.1
4 and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV
5 HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61,
6 DirecTV C61K, and substantially similar instrumentalities.

7 6. **The '422 Patent:** The following Accused Instrumentalities infringe the
8 Asserted Claims of the '422 Patent: Instrumentalities with DirecTV “Genie” and
9 “Genie Mini” nodes operating with data connections compliant with MoCA 1.1
10 and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV
11 HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61,
12 DirecTV C61K, and substantially similar instrumentalities.

13 7. **The '450 Patent:** The following Accused Instrumentalities infringe the
14 Asserted Claims of the '450 Patent: Instrumentalities with DirecTV “Genie” and
15 “Genie Mini” nodes operating with data connections compliant with MoCA 1.0, 1.1,
16 and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV
17 HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61,
18 DirecTV C61K, and substantially similar instrumentalities.

19 8. **The '539 Patent:** The following Accused Instrumentalities infringe the
20 Asserted Claims of the '539 Patent: Instrumentalities with DirecTV “Genie” and
21 “Genie Mini” nodes operating with data connections compliant with MoCA 1.0, 1.1,
22 and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV
23 HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61,
24 DirecTV C61K, and substantially similar instrumentalities.

25 9. **The '0,566 Patent:** The following Accused Instrumentalities infringe
26 the Asserted Claims of the '0,566 Patent: Instrumentalities with DirecTV “Genie”
27 and “Genie Mini” nodes operating with data connections compliant with MoCA 2.0,

1 including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV HR54,
2 DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61, DirecTV
3 C61K, and substantially similar instrumentalities.

4 10. **The '7,566 Patent:** The following Accused Instrumentalities infringe
5 the Asserted Claims of the '7,566 Patent: Instrumentalities with DirecTV "Genie"
6 and "Genie Mini" nodes operating with data connections compliant with MoCA 1.0,
7 1.1, and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44,
8 DirecTV HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51,
9 DirecTV C61, DirecTV C61K, and substantially similar instrumentalities.

10 11. **The '910 Patent:** The following Accused Instrumentalities infringe the
11 Asserted Claim of the '910 Patent: Instrumentalities with DirecTV "Genie" and
12 "Genie Mini" nodes operating with data connections compliant with MoCA 1.1
13 and/or 2.0, including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV
14 HR54, DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61,
15 DirecTV C61K, and substantially similar instrumentalities.

16 12. **The '681 Patent:** The following Accused Instrumentalities infringe the
17 Asserted Claims of the '681 Patent: Instrumentalities with DirecTV "Genie" and
18 "Genie Mini" nodes operating with data connections compliant with MoCA 2.0,
19 including the DirecTV HR24, DirecTV HR34, DirecTV HR44, DirecTV HR54,
20 DirecTV HS17, DirecTV C31, DirecTV C41, DirecTV C51, DirecTV C61, DirecTV
21 C61K, and substantially similar instrumentalities.

22 **III. PRIORITY DATES**

23 1. The '518 Patent was filed on December 18, 2002 as U.S. Patent
24 Application Serial No. 10/322,834. The '518 Patent is entitled to a priority date of at
25 least August 30, 2001.

1 2. The '249 Patent was filed on July 21, 2001 as U.S. Patent Application
2 Serial No. 09/910,412. The '249 Patent is entitled to a priority date of at least May
3 4, 2001.

4 3. The '759 Patent was filed on July 12, 2004 as U.S. Patent Application
5 Serial No. 10/889,975. The '759 Patent is entitled to a priority date of at least May
6 4, 2001.

7 4. The '802 Patent was filed on December 2, 2005 as U.S. Patent
8 Application Serial No. 11/292,939. The '802 Patent is entitled to a priority date of at
9 least December 2, 2004.

10 5. The '213 Patent was filed on February 6, 2008 as U.S. Patent
11 Application Serial No. 12/027,202. The '213 Patent is entitled to a priority date of at
12 least February 6, 2007.

13 6. The '422 Patent was filed on December 15, 2017 as U.S. Patent
14 Application Serial No. 15/832,390. The '422 Patent is entitled to a priority date of at
15 least February 6, 2007.

16 7. The '450 Patent was filed on September 19, 2005 as U.S. Patent
17 Application Serial No. 11/231,349. The '450 Patent is entitled to a priority date of at
18 least December 2, 2004.

19 8. The '539 Patent was filed on September 29, 2005 as U.S. Patent
20 Application Serial No. 11/241,748. The '539 Patent is entitled to a priority date of at
21 least December 2, 2004.

22 9. The '0,566 Patent was filed on October 15, 2009 as U.S. Patent
23 Application Serial No. 12/580,227. The '0,566 Patent is entitled to a priority date of
24 at least October 16, 2008.

25 10. The '7,566 Patent was filed on February 7, 2017 as U.S. Patent
26 Application Serial No. 15/426,253. The '7,566 Patent is entitled to a priority date of
27 at least December 2, 2004.

1 11. The '910 Patent was filed on May 9, 2008 as U.S. Patent Application
2 Serial No. 12/117,890. The '910 Patent is entitled to a priority date of at least May
3 9, 2007.

4 12. The '681 Patent was filed on October 15, 2009 as U.S. Patent
5 Application Serial No. 12/580,127. The '681 Patent is entitled to a priority date of at
6 least October 16, 2008.

7 **IV. DATES OF INFRINGEMENT**

8 Entropic is not aware of the date of DirecTV's first infringement. Entropic
9 expects to learn the dates DirecTV first infringed each of the Asserted Patents in
10 discovery. The parties are still negotiating a protective order in this case, and as a
11 result, Entropic has not had the opportunity to review documents that would enable
12 it to know when DirecTV first infringed each of the Asserted Patents. Entropic
13 therefore reserves the right to supplement these contentions to identify the date
14 DirecTV first infringed each of the asserted patents.

15 **V. WILLFUL INFRINGEMENT**

16 Subject to ongoing discovery and investigation, Entropic's extensive
17 contentions regarding willfulness are contained in its Complaint, which are
18 incorporated herein by reference due to the volume of that information. As set forth
19 therein, DirecTV has been engaging in willful infringement since well before this
20 action was filed, including but not limited to through conduct constituting willful
21 blindness. DirecTV's willful infringement is based on the conduct alleged in the
22 documents described above. Moreover, DirecTV has been on notice of Entropic's
23 allegations of infringement since no later than the date this action was filed and
24 served by virtue of the allegations in the Complaint and in the exhibits attached
25 thereto, which include claim charts. DirecTV has continued to willfully infringe
26 since that time, up through the present. Discovery is ongoing and the parties have
27

1 yet to enter into a protective order. Entropic expressly reserves the right to amend
2 and supplement its position on willfulness.

3 **VI. DOCTRINE OF EQUIVALENTS**

4 Subject to ongoing discovery and investigation, and based on available
5 information obtained to date, Entropic hereby contends that each element of each
6 asserted claim is literally present in each of the Accused Instrumentalities as
7 specifically shown in Exhibits A–L unless otherwise stated in those exhibits. As
8 indicated above, discovery is necessary to further develop Entropic’s infringement
9 positions under the doctrine of equivalents and the Court has yet to issue a claim
10 construction order. Entropic expressly reserves the right to amend and supplement
11 its position on whether there is infringement under the doctrine of equivalents of any
12 element of any asserted claim after further discovery from DirecTV (and/or third
13 parties) and/or pending this Court’s claim construction order.

14 **VII. DOCUMENT PRODUCTION**

15 Entropic will produce non-privileged documents within its possession,
16 custody, and control that are relevant to these infringement contentions following
17 the entry of a protective order. The parties are still in the process of negotiating a
18 protective order.

19 **VIII. CONCLUSION**

20 The information contained in these disclosures is based on Plaintiff’s analysis
21 of the facts currently known to it based on Plaintiff’s review of information available
22 to it. Additional pertinent information about Defendants’ Accused Instrumentalities
23 is not available without engaging in further discovery. Thus, Plaintiff reserves the
24 right to supplement, modify, and/or amend these disclosures as new information
25 becomes available, and discovery progresses. Plaintiff anticipates that additional
26 facts and relevant documents will be uncovered that will warrant supplementing
27 and/or amending these disclosures.

1 Dated: September 29, 2023

Respectfully Submitted,

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**ATTORNEYS FOR PLAINTIFF
ENTROPIC COMMUNICATIONS, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served on September 29, 2023 to counsel of record for Defendants via email.

/s/ Christina N. Goodrich
Christina N. Goodrich